

Fremont-Mills Community Schools

**2006-07
Master Contract**

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ARTICLE I: PREAMBLE

Whereas, the Board and the Association declare that providing a quality education for the students of the Fremont-Mills Community School District is their mutual desire, and

Whereas, the Board and the Association recognize that the character of such education may depend upon the quality and morale of the teaching service, and whereas it is the mutual aim of the parties to this agreement to build this morale, and

Whereas, the Board and the Association have agreed to negotiate in good faith, and

Therefore, the parties having reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II: RECOGNITION

The Fremont-Mills Community School District is recognized as a public employer governed by the Board of Directors. The Fremont-Mills Education Association, as determined and ordered by the Public Employment Relations Board, Case No. 85, is recognized as the sole exclusive bargaining agent for regular, hereinafter named, employees of the employer, including all:

INCLUDED: All professional certified employees which include secondary classroom teachers, elementary classroom teachers, guidance counselors, librarians, K-12 music teachers, K-12 art teachers, K-12 physical education teachers and special education teachers.

EXCLUDED: Superintendent, district secretary, high school principal, attendance center building principal, and all classified employees including, but not limited to teacher's aides, school nurse, custodians, cooks and bus drivers.

ARTICLE III: DEFINITIONS

- A. The term "Board" or Employer" as used in this agreement, shall mean the Board of Directors of the Fremont-Mills Community School District or its duly authorized representatives.
- B. The term "employee" as used in this agreement, shall mean all professional employees represented by this association in the bargaining unit as defined and certified by the Public Employment Relations Board.
- C. The term "Association", as used in this agreement, shall mean the Fremont-Mills Education Association or its duly authorized representatives or agents.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definition

1. Grievance

A Grievance is an allegation by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provision of this Master Contract Agreement.

2. Aggrieved Person

An aggrieved person is the person or persons making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, or their representative who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this article is to provide for a mutually acceptable method for the prompt settlements of alleged grievances over the interpretation and application of this Master Contract Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual consent of the superintendent and the Association so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

D. Procedures

1. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

2. It is agreed that an investigation, handling or processing of any grievance by the grieving employee or by the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities. Any departure from this provision shall be by mutual agreement.

E. Level One

An employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally. Such discussions shall commence within fifteen (15) days of the employee's knowledge of the act.

F. Level Two

If, as a result of the informal discussion with the principal or immediate supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure on his own or through the Association no later than ten (10) work days following discussion with the principal or immediate supervisor. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant. The grievance form shall be delivered to the appropriate principal or immediate supervisor. A copy of the grievance will be provided to the Association by the administration.

The appropriate principals or immediate supervisor shall indicate his disposition of the grievance in writing within ten (10) work days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) work day period, the grievance shall be transmitted to Level Three within ten (10) work days.

G. Level Three

The superintendent or his designee shall meet with the aggrieved person and the Association within ten (10) work days of receipt of the grievance. Within ten (10) work days of the meeting of the parties, the superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person and the Association. If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition of the grievance has been made within the time limits of this section, the grievance shall be transmitted to Level Four within ten (10) work days of the report from Level Three.

H. Level Four

The Board, no later than fifteen (15) work days or at its next regular Board meeting, whichever is earlier, shall meet with the aggrieved person regarding the grievance. Disposition shall be made by the Board, in writing, no later than ten (10) work days after the meeting. A copy of this disposition shall be furnished to the aggrieved person and the Association.

I. Level Five

If within ten (10) work days following the formal disposition at Level Four the Association submits a request to the superintendent to enter into arbitration, the superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) work days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of seven (7) potential arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) work days. Then the parties shall have one (1) work day alternately to remove a name until only one (1) name remains. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the superintendent and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) work days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to or detract from the specific provision of the agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Board by constitutional provision, statute, ordinance, or special legislative acts.

The decision of the arbitrator shall be submitted to the Board, the superintendent and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator will be borne equally by the Board and the Association.

If the aggrieved person files any claim or complaint in any form other than under the grievance procedure of this Master Contract Agreement, then the Board shall not be required to process the same claim or set of facts through this grievance procedure.

J. Miscellaneous

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at Level Two and beyond.

2. All decisions rendered at levels Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in the section on arbitration.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The Association shall have access to the grievance file.

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative, heretofore referred to in this Article.

ARTICLE V: EMPLOYEE RIGHTS

- A. The Employer agrees that the employees shall have the right:
1. To self-organization, to form, join, or assist the Association.
 2. To negotiate collectively through representatives of their own choosing.
 3. To engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any activity is not prohibited by the Public Employment Relations Act or any other law of the State of Iowa.
 4. To refuse to join or participate in the activities of the Association, including the payment of any dues, fees or assessments or service fees of any type.

ARTICLE VI: ASSOCIATION RIGHTS

A: The Association and its members shall have the right to:

1. Use school facilities for general Association meetings contingent upon their availability. Request for use of facilities will be made through the building principal.
2. Hold Association meetings in school buildings contingent upon their availability. Request for use of school building will be made through the building principal.
3. Distribute Association material through the school messenger service and building mail boxes.
4. Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places designated by the building principal.
5. Duly authorized representatives and the respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building principal's office.
6. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.
7. The superintendent's office shall cause the agenda for regular board meetings to be delivered to the school mailbox of the president of the Association the morning of the meeting. If policy items are on the agenda, the president may get further amplification from the superintendent.

ARTICLE VII: MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering in the administration of the School District by law are retained by the Board. Provided that none of the clauses in the Agreement in any way abrogate or diminish the above-mentioned rights and authority of the Board, the Board shall not exercise its right so as to violate any of the specific provisions of this Agreement. Among these rights, but not meant as a limitation of the above, are those as outlined in Chapter 20 of the 1975 Code of Iowa:

The exclusive power, duty and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in position within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.

ARTICLE VIII: EVALUATION PROCEDURES

Within four (4) weeks after the beginning of each service year, employees shall be acquainted by the member of the administrative staff with the evaluation procedures to be used that service year. This may be done at a group meeting. New teachers during the school year shall be so acquainted within three (3) weeks of that teacher's first day of work. No teacher shall be formally observed for evaluation purposes without having been acquainted with the procedures being used. The evaluation procedure will include a pre-observation conference for the first evaluation so that the administrator/evaluator will be aware of the topic and objectives of the class period.

The classroom teaching performance of all teachers in the system shall be formally observed a minimum of once each year. In addition, the administrator/evaluator will have at least four walk-throughs. A walk-through should last several minutes to enable the administrator/evaluator to observe some skills and strategies and to get the feel of the lesson. There shall be at least a ten work day period between formal observations unless an employee is having difficulties requiring closer and more frequent observation. Walk-throughs will not take place during the first fifteen minutes or the last fifteen minutes of a school day and will not take place on days preceding holidays. The Association must be notified during teacher workshop just prior to the start of school of any changes in the evaluation or walk-through forms.

The results of each formal observation and walk-through shall be provided the teacher in writing. Each formal observation of a teacher shall be followed within (5) five work days by a conference between the teacher and the administrator/evaluator who did the observing. At the conference, the teacher will have the opportunity to explain the situation orally and to provide written comments. After the conference, the teacher shall sign the evaluation report only to indicate the teacher's awareness of the content of the report. The teacher will have the opportunity to make written and oral comments and to have them attached to the evaluation report for inclusion in the teacher's personnel file. These conferences can be used to discuss formal observations, informal observations, and walk-throughs.

Each teacher, upon request, may make an appointment with the superintendent to review the content of his own personnel file in the office of the superintendent and in the presence of the superintendent or his designee. A representative of the Association, at the teacher's request may accompany the teacher during this review. Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employers are specifically exempted from such review.

If material detrimental to the teacher is placed in his/her personnel file, that teacher shall have the opportunity to file a response thereto and said response shall become a part of his/her personnel file.

Whenever a teacher has a letter of probation placed in his/her file, that letter and his/her response will be removed from only the personal teaching file after the end of one teaching year following the probationary year. As of July 1, 1980, all such probationary material now in the teacher's personal file that are two years and/or older will be removed.

An evaluation may be challenged through the grievance procedure if arbitrary or capricious and in any proceedings in which the Employer attempts to use past evaluations to justify such adverse action as suspension, termination, layoff or placement on probation.

ARTICLE IX: REDUCTION OF STAFF

Section 1: Coverage

All employees covered by the Master Contract agreement.

Section 2: Layoffs

The Board shall have the right to determine when it is necessary to have a reduction of staff. Attrition will be used when possible. In the event necessary reduction in staff cannot be adequately accomplished by attrition, and/or re-assignment, those with emergency or temporary certification shall be laid off.

Section 3.

If reduction in staff cannot be accomplished in accordance with Section 2, the Board of Education shall determine which employee(s) is to be terminated according to the needs of the School District. These needs shall include, in order of priority, the following factors - Categories of teaching assignments, employee evaluation, teacher experience in the Fremont-Mills Community School District, depth of educational preparation, involvement of teachers in co-curricular activities and involvement of teachers in community activities. Categories of teaching assignments include; *

Elementary

1. Grade K-6
2. Special education

Elementary-Secondary

1. Art
2. Physical education **
3. Special education
4. Talented and Gifted **
5. Music
6. Chapter I

Secondary

1. Science
2. English language arts
3. History - social studies
4. Home economics
5. Foreign language
6. Mathematics
7. Business education
8. Vocational Agriculture

9. Physical education
10. Special education
11. Industrial arts
12. Guidance
13. Library science-audiovisual media
14. Safety & driver education

*No particular priority is to be implied by the listing of categories of teaching assignments.

** This assignment will likely be held in tandem with an assignment in another category at the secondary level.

A teacher's teaching category shall be that category in which the teacher spends the major portion of his/her time teaching.

Section 4: Recall Provisions

- A. Any employee terminated under Section 3 above shall be considered for recall to available positions for a period of one (1) year from the date of termination if such request, in writing, is made known to the superintendent of schools within thirty (30) days from the time the employee received notification of termination.
- B. The superintendent's office shall be kept informed by the terminated employees of current addresses, telephone numbers, and interest in recall.
- C. Any employee who is recalled for a position after having been terminated or discharged under Section 3 above shall be placed on the salary schedule at one step above that of the contract year in which terminated providing he/she is not at the maximum in his/her training lane, and shall have any un-used sick leave that had been accrued, re-instated.
- D. An employee who is recalled must report to the superintendent's office to indicate his/her interest in the assignment within ten(10) calendar days of the recall notice.

ARTICLE X: TRANSFER PROCEDURE

Section 1. Voluntary Transfers

Any employee possessing the necessary qualifications may apply for a voluntary transfer to another position and all applications shall be carefully considered. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. The granting of such transfer will be based upon the needs of the School District as determined by the administration.

Section 2. Posting of Opportunities to Transfer

A. A notice of an opening creating an opportunity to transfer to another position shall be posted in each building when school is in session or a notice directed to each faculty member when school is not in session. Such notice shall be given 10 days before the final date when applications must be submitted. The granting of a transfer will be based upon qualifications including:

1. Appropriate and successful past experience.
2. Recommendation of supervisor
3. Formal evaluations.
4. Appropriate college courses.

Adequacy of the above qualifications will be determined by the administration. When a transfer is filled all applicants will be notified. When a new position is created, the above procedures will apply.

B. If an employee is transferred, then the employee shall be ineligible to submit an application for any other transfer to another building for a period of one (1) year from the date of the transfer.

Section 3. Involuntary Transfers

Involuntary transfers shall be made upon the need of the School District as determined by and within the sole discretion of the administration. all such transfers shall be made known to the employee involved in the transfer and shall be reported to the Board of Directors.

ARTICLE XI: SICK LEAVE

A. Accumulative Benefits

As of the 1979-80 service year, employees shall be entitled to the following sick leave days each service year as of the first official day of said service year and for continuing employees whether or not they report for duty on that day.

1st year of employment.....	12 days
2nd year of employment.....	12 days
3rd year of employment.....	12 days
4th and subsequent year of employment	15 days

Unused sick leave days, including those accumulated prior to this contract, shall be accumulated from year to year to a maximum of 115 days.

If any employee is on an extended contract, he shall be entitled to one (1) additional sick leave day for each one month of twenty (20) working days beyond the normal contract.

Employees covered by this master contract agreement whose length of employment in a given service year is less than the length of service called for in a normal service year will have the sick leave days prorated downward in that particular year.

The employer may require medical proof from an employee absent for more than four (4) consecutive work days due to personal illness or injury.

B. Notification of Accumulation

Employees shall upon request be given a copy of a written accounting of accumulated sick leave days with their September paycheck.

C. Extended Leave

An employee who is unable to work because of personal illness or injury, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or injury, up to one year. Leaves granted pursuant to this paragraph may be renewed each year subject to the approval of the Board. The employee's insurance benefits will continue to be paid by the Board for the duration of the service year in which the unpaid leave commences.

D. Whenever any secondary or elementary teacher is absent for whatever reason, and another teacher on the staff is assigned to substitute for the regular instructor, the teacher assigned to substitute will be paid \$20.00 (twenty dollars) for each period covered. It is understood that this provision does not include instances where additional students are sent to a regularly scheduled study hall in the absence of their regular teacher. This is to be accumulated and paid with December and May paychecks. Claims for payment are to be submitted to the board secretary within 2 weeks of the time work has been completed.

ARTICLE XII: TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

As of the beginning of the 1977-78 school year, employees shall be entitled to the following temporary, non-accumulative paid leaves of absence.

1. Personal

At the beginning of every school year, each employee shall be granted two (2) days to be used for business that cannot be conducted outside school hours. An employee planning to use a personal leave day shall notify his principal at least three (3) work days in advance, except in cases of emergency. Any unused days may be carried over to the next year, but the accumulated days may not exceed 4 days. Only 2 such days may be used in a given week and the 4 days for personal leave shall not be used on 3 or 4 consecutive work days, i.e. Thursday, Friday, Monday, Tuesday thus avoiding the employee being absent from work on 4 consecutive work days.

2. Jury and Legal

Any employee covered by this Master Contract Agreement who is called for jury duty during school hours shall upon presenting such evidence to the principal be granted a leave of absence at full pay for time lost. Evidence of remuneration received by the employee, over and above expenses, for jury duty shall be presented to the district secretary who will reduce the district's salary to the employee by the amount paid for such participation or involvement.

3. Educational Purposes

Attendance at educational meetings is permitted at full pay if such absence is approved by the employee's principal. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, a written request for approval of such absence on a form as provided by the Employer should be filed with the secretary of the Board of Education by the employee at least seven (7) work days prior to the first day of anticipated absence. Professional days shall be used for the purpose of:

(a) Visitation to view other instructional techniques or programs.

(b) Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

For professional days approved by the administration the employee's registration fee and transportation, if within a reasonable distance, will be paid. Transportation where feasible will be a school vehicle.

4. Illness in the Immediate Family

Employees covered by this Master Contract shall be granted leave of absence at full pay for illness of an immediate family member. For purposes of this subparagraph "immediate family member" shall be deemed to include spouse, child, mother, father, brother, sister, grandparents or other persons of close familial relationship who, because of a more unusual family or household arrangement, present a problem of dependence upon the employee prior to and at the time of such illness. Such leaves shall be subject to the following terms and conditions.

(a) An employee shall be entitled to a leave of absence during illness of a dependent child but where both parents are employees for the District, only one employee may take such leave unless the child's condition is of a serious or life-threatening nature in which event the provision of the next succeeding subparagraph shall apply.

(b) Each employee shall be entitled to a leave of absence for serious illness requiring hospitalization of any member of his or her immediate family.

(c) Days taken by an employee for such purpose shall be deducted from his or her accumulated sick leave for the school year.

(d) The Board may require, as a prerequisite to payment of wages during such leaves, a written statement from the employee and/or medical certification as to the condition of the family member.

(e) An employee may request an additional unpaid leave of absence for up to one year, such request subject to the approval of the Board.

5. Leave for Funerals

Employees covered by this Master Contract Agreement shall be granted leave of absence at full pay for funerals in the immediate family (spouse, children, mother, father, brother, sister, grandparents, or others of close familial relationship, who with approval of the principal, because of a more unusual or household arrangement, present a problem of immediate dependence prior to and at the time of said death) not to exceed a total of five days per year.

Employees shall be granted leave of absence at full pay for funeral of other relatives and close friends not to exceed a total of one day per year.

Notification of absence for funeral shall be given to the principal. Such days are non-cumulative.

6. Association Leave

A total of five leave days each school year shall be available for the Association to send a representative(s) to attend conferences, conventions or activities of the Iowa State Education Association and/or the National Education Association. For purposes of this section, one day of Association leave shall be charged up to a total of five days for an employee or employees to attend a conference, convention or other activity as the representative of the Association on a school work day. Such leave days shall be without loss of compensation.

B. The Board, in its sole, exclusive and final discretion, may grant other paid or unpaid leaves upon the filing of a written request for such leave by an employee.

C. In addition to Sick Leave

Leaves taken pursuant to subsection 1,2,3,5, and 6 Section A, hereof shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XIII: EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

Absence from the system under this Section shall be paid to the extent of accumulated sick leave possessed by the employee. The determination of the dates maternity leave shall commence and terminate shall be made by the building principal in consultation with the employee. The date of commencement and termination of maternity leave shall be the date medically indicated as hereinafter provided. If the employee plans to return to work following childbirth, she shall report to work within twenty-eight (28) calendar days of the date of discharge from the hospital unless such resumption of duties is medically contraindicated.

Any pregnant employee who desires to continue her performance of her duties during the period of her pregnancy may continue to do so provided that her health and work efficiency are not affected, and the employee is physically capable to continue performing her duties, such shall be resolved by a written statement from the employee's attending physician.

Where maternity leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the building principal. An application shall be accompanied by the statement of the employee's physician. Such extensions or reductions shall be granted for the time medically indicated.

The determination whether the employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the principal, the employee, and the employee's physician, and may also be in consultation with a physician of the School District's own choosing. In the event of a difference of opinion between the employee's physician and the School District's physician, a third physician (chosen by the employee and the Board, or in the event they cannot agree, by the County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which shall be binding on the parties.

If the date for commencement of maternity leave or the date for the resumption of duties would interfere with the continuity of the educational process, the requested date may be changed by the principal to assure the least disruption to the continuity of the educational process, and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

In the event the date of commencement or termination of maternity leave is changed for other than medically indicated reasons in order to avoid interference with the continuity of the educational process, additional days of leave shall be with pay.

The principal may require the employee to discontinue performance of her duties upon a determination that the employee's performance has substantially declined from her performance prior to pregnancy.

A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one year, with the one year being the closest one year period to the start of a new semester of school.

- B. Association
A leave of absence without pay for up to one (1) year shall be granted to any employee, upon application, for the purpose of serving as an officer of the Association, its affiliates or on its staff.
- C. Educational Improvement
A leave of absence without pay for up to one (1) year shall be granted to any employee, upon application, for the purpose of engaging in study related to professional responsibilities, at an accredited college or university.
- D. Other Leaves
The Board, in its sole, exclusive and final discretion, may grant other paid or unpaid leaves upon the filing of a written request for such leave by an employee.
- E. Status of Benefits During Leaves
While on extended leave under Section B, C, and D, the employee's interest in retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave.

ARTICLE XIV: HEALTH PROMISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of successfully passing a physical examination and tuberculin test as one condition of a valid initial employment contract. Such examination and test must be completed and the physical examination form returned to the office of the superintendent of schools prior to the employee beginning service in the District.

Each new employee shall be informed of the physical fitness requirements at the time of employment.

B. Physical Fitness - New and Continuing Employees

All new and continuing employees are required to provide evidence of successfully passing a physical examination and tuberculin test every three (3) years. The Board shall pay the cost of the physical examination up to the limit of \$30.00 plus the cost of the tuberculin test required by the Board.

C. Subsequent Examinations

The Board may require a subsequent examination even though less than three years from the last physical examination when, in the Board's judgment, such examination is relevant to an employee's performance or status. Employees may be examined by their own licensed physician but the Board will reimburse the employee only up to the amount charged by the doctor selected by the Board.

D. Failure to Comply

Failure to provide a licensed physician's certification of sufficiently sound health to perform the duties assigned or failure to comply with the other requirement of the Article may result in dismissal and cancellation of contract. The Board will provide notice with the May payroll to those employees who need a physical prior to the beginning of the following service year.

ARTICLE XV: SAFETY PROVISIONS

- A. Unsafe and Hazardous Conditions
Employees shall be encouraged to report to the building principal any condition which seems unsafe or hazardous.
- B. Protective Devices
Provision shall be made for such devices as outlined in Sections 280.10 and 280.11 of the 197 Code of Iowa. All such items shall be provided without charge to the employee.
- C. Use of Reasonable Force
Any employee may, within the scope of his employment, use and apply such amount of force as is necessary to quell disturbance threatening physical injury to a pupil or a teacher. Immediately upon use of such force, the employee shall make a report to the building principal or his designee.
- D. Emergency Evacuations of Buildings
In the event that a building of the Fremont-Mills Community School District is placed under the jurisdiction other than its duly authorized and appointed professional staff for the purpose of emergency evacuation, no staff member covered by the agreement, whose assignment is in that building, shall be required by the Employer to perform any services above and beyond determining that all students under his/her immediate supervision have been safely evacuated.
- E. Medication and Medical Functions
The Board shall not require any employee to dispense or administer medication or perform any other medical or medically-related function. Should an employee voluntarily agree to provide such medication or services, the Board agrees to hold harmless such employee from any liability that might result.

ARTICLE XVI: SERVICE YEAR

- A. **Work Year**
Employees of the bargaining unit agree to a service year of 191 days. New employees will agree to a service year of 192 days in their first year of service.
Those employees paid on an extended contract basis agree to a service year as designated in the individual contract. The employee shall be paid as is indicated on the individual contract.
- B. **Holidays**
The regular and extended contract of employees shall include five holidays. Such holidays shall be Labor Day, Thanksgiving, Christmas Day, New Year's Day and Washington's Birthday. Washington's Birthday holiday may be used as a make-up day for previous school cancellations due to weather or other unforeseen events that cause school cancellation whenever at least two full days of school have been lost by the date of Washington's Birthday holiday.
- C. **Recess**
The following unpaid recess period shall be provided:
 - Thanksgiving recess (one day in addition to the holiday)
 - Christmas recess (a minimum of 6 weekdays in addition to the holidays except school will not be in session on December 24th)
 - Easter recess (3 weekdays with one day subject to being used as make-up for previous cancellations of school due to weather).

For the purpose of this section a week day shall be defined as any day except Saturday and Sunday.

The Association may submit to the superintendent prior to January 1, a recommendation for consideration by the Board for recess periods for the next service year listed in this section.
- D. **Activities during Holidays and Recesses**
Any individual employee(s) that requests the privilege of conducting an activity, practice or the right to supervise students on any of the above holidays or during the above recesses may do so without this article being grievable by the employee, a group of employees or by the Association.
- E. **It is further agreed by both parties that compensation for the above holidays is covered within the scope of the salary schedule as agreed to in Article XVIII of this Master Contract Agreement.**
- F. **It is further agreed that the recess periods are not meant to be periods of temporary layoff.**
- G. **Any assigned work done beyond the contracted work year shall be reimbursed at a rate mutually agreed on by the employee and the Board. Part-time employees who are required to attend inservice for a full day shall be paid at the per diem hourly rate for each hour at school beyond their regular contracted day.**

ARTICLE XVII: EMPLOYEE HOURS

- A. For all employees covered by this master contract the regular arrival time shall be 8:00 AM and the regular departure time shall be 4:00 PM. However, employees may leave as early as 3:40 PM if they have accrued 8 hours during the workday.

The employee's work day shall include a duty free lunch period. On Fridays or on days preceding holidays or recesses, the employee's workday shall end ten (10) minutes following the close of the pupil's day.

- B. Employees covered by this Master Contract may be required to report before or remain after the regular work day for the purpose of attending faculty or other administratively called meetings two (2) days per month. Such meetings shall begin no earlier than 7:45 AM and shall run no later than 4:45 PM. Meetings shall not be called on Friday afternoons or the afternoons immediately preceding a holiday or recess period unless an emergency situation might dictate otherwise.
- C. Employees may be required without additional compensation to attend no more than six evening meetings outside the regular school day each year. Attendance at additional meetings shall be at the discretion of the employee.
- D. The Board may, in addition to the above, make assignments to co-curricular activities duties beyond the regular school day. Compensation for such assignments shall be a pass for the employee and spouse to all school activities.
- E. Employees may leave the building without permission during their regularly scheduled duty-free lunch periods.
- F. Employees covered by this Master Contract may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s). This section of this Article shall not be grievable.

ARTICLE XVIII: WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part hereof.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedule as of the effective date of this Agreement and in accordance with Paragraph 2 below. Employees who work more than 95 work days in a service year shall be given full credit for one (1) year of service toward the next increment step the following year. Employees who work more than 48 work days but less than 95 work days in a service year shall receive 1/2 year's credit. Employees who work less than 48 work days in a service year receive no credit towards an increment.

2. Credit for Experience

Upon initial employment up to ten year's credit on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

3. Returning to the District

Any employee with previous teaching experience in the School District shall upon returning to the system receive full credit for up to a total of 10 years credit for in-district service and acceptable outside experience.

C. Advancement on Salary Schedule

1. Employees on the regular schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step including annual increments, on the higher lane. For any employee to advance from one educational lane to another, he shall file suitable evidence of previously approved, educational credit as detailed in this article, no later than 20 days after the beginning of the current school year.

2. Additional Educational Credit

Only courses carrying graduate credit and appropriately related to the employee's area of certification will be approved for movement from one educational lane to the next higher lane. Undergraduate hours taken for horizontal movement must have the prior approval of the superintendent. Such hours shall be counted for advancement if deemed by the superintendent to be beneficial for the School District. Educational hours will be considered as appropriate for any teaching area.

3. Advancement of Salary Schedule

An increase equal to four (4) percent of the base salary of the individual's educational lane shall be added to the salary of an employee who has reached the final step on his educational lane.

D. Method of payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular work days after 1:00 PM

2. When the pay date falls on or during a school holiday, vacation other than summer, or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. Combined Elementary Classes

1. Any regular elementary teacher assigned to teach a combined class for the entire school year shall receive an addition \$400 (four hundred dollars) per year. It shall be further understood that a regular elementary combined class shall be one in which the teacher teaches students who are classified in two or more grade levels for the majority of the teaching day.

F. Replacement Fee

Employees covered by this master contract who resign after June 1 will be assessed the actual cost not to exceed \$200.00 to help find a suitable replacement. This amount may be withheld from the employee's last paycheck. Actual cost will include: cost of newspaper ads, administrative costs at the rate of \$12.50 per hour to screen applications and interview applicants for the job thus vacated. Administrative costs will be for periods beyond the regularly contracted time.

G. Phase I and Phase II Money

All phase I and II monies received by the School District will be built into the salary schedule as proposed in this contract. Payment will be made in one check each month.

In the event Phase I and Phase II are no longer funded in their present amount or in an equivalent amount those reduced dollars amounts will be subtracted from the current schedule for that year, salary schedule and employee salaries will be adjusted accordingly.

H. Phase III

Any agreement reached under Phase III of House File 499 that impacts the timeliness of payment or the amount of money due an individual shall be incorporated as a part of this agreement by this reference. Participation in any Phase III plan shall be voluntary. All teachers will be eligible to participate on an equal basis in the Phase III program. All Phase III monies received by the district will be spent to implement the Phase III plan.

ARTICLE XIX: SUPPLEMENTAL PAY

A. Extra Curricular Activities

1. Rates of Pay

The Board will recruit by mutual consent members of the staff to fill a vacancy on the supplementary schedule. If a position cannot be filled by recruitment, the Association will work with the Board to fill that position. Employees participation in activities listed in Schedule B shall be contracted and compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part thereof.

2. Approved Activities

The Board and the Association agree that approved extra-curricular activities that are official school-sponsored activities are covered by school liability insurance.

ARTICLE XX: PAYROLL DEDUCTIONS

- A. Dues Deduction
 - 1. Authorization

Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set in Schedule A.
 - 2. Regular Deduction

Pursuant to a deduction assignment authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of each employee each month for twelve (12) months, beginning in September and ending in August each year.
 - 3. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a 30 day notice to the Board and the Association.
- B. Upon receipt of an appropriate written authorization from the employee on or before the first of any month, the Board shall deduct from the monthly salary of the employee, commencing with that month, and make appropriate remittance of such sums as may be authorized for annuities, credit union(s), savings bonds, Board-contracted insurance, and other plans or programs mutually approved. Such authorization shall continue for the term of this Agreement, but shall be revocable upon thirty (30) days written notice from the employee to the Board.

ARTICLE XXI: INSURANCE

- A. Health Insurance - per month
The employer will pay \$629.28 of the premium costs for single person contract for single employees and \$839.00 of premium costs for family coverage for married employees for the medical group health insurance plan provided the regular, full-time employees covered by the Master Contract. In the case of a married couple covered under this master contract the employer will pay the difference between \$839.00 up to \$1678.00 of the family health insurance. Deductions shall be made from the employees' check for the balance of the premium due, if any. The premium benefits are not to exceed the actual cost of the premiums.
- The employer shall have the sole and exclusive right at any time to procure insurance providing benefits at least equivalent to these benefits from any other reputable insurance company.
- B. Life Insurance
The employer shall pay the full payment of the premium cost for single coverage for a term life insurance policy in the amount of \$20,000 and procured through the same insurance company which provides the medical group health insurance.
- C. Long Term Disability
The employer will pay up to .35% of the employee's gross salary toward the cost of a long term disability insurance policy for each employee covered by the Master Contract.

ARTICLE XXII: MISCELLANEOUS

A. Savings Clause

In the event that any provision of this agreement shall become void or illegal during the term of this agreement, such provision shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

B. Printing Agreement

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board and the Board shall provide the Association with ten (10) additional copies.

C. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by the Association, to the Board at _____

2. If by the Board, to the Association at _____

D. Finality and Effect of Agreement

1. This agreement supersedes and cancels all previous collective bargaining agreements between the School District and the Association or any employee and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

2. Past practices shall not constitute part of this agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.

E. Duration Period

1. This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. The salary and fringe benefits provisions shall become effective at the beginning of the first pay period of the 2006-2007 school year with the exception of the single and family coverage premium cost paid by the employer toward the premium of the medical group health insurance plan. Such health plan premium benefits shall begin with the June 20, 2006 period.

F. Signature Clause

In witness hereof the parties hereto have caused this agreement to be signed by their respective president, attested by their respective chief negotiators, and the signatures placed hereon, all on the 10th April, 2006.

Fremont-Mills Education
Association

Fremont-Mills
Board of Education

President

President

Chief Negotiator

Chief Negotiator

(Schedule A)

FREMONT-MILLS COMMUNITY SCHOOL DISTRICT SALARY SCHEDULE FOR 2006-2007

Salary Schedule 2006-07

BASE 24850

Step	BA	BA12	BA24	BA36	MA	MA12		
0	24850	25350	25850	26350	27850	28350	*minimum	24500
1	25465	26005	26485	26985	28485	28985		
2	26085	26665	27125	27625	29125	29625	*minimum	26500
3	26710	27330	27770	28270	29770	30270		
4	27360	28000	28530	29130	30630	31230		
5	28065	28725	29285	29885	31385	31985		
6	28775	29455	30045	30645	32145	32745		
7	29490	30190	30810	31410	32910	33510		
8	30210	30930	31580	32180	33680	34280		
9	30935	31675	32355	32955	34455	35055		
10	31665	32425	33135	33735	35235	35835		
11	32400	33180	33920	34520	36020	36620		
12	33140	33940	34710	35310	36810	37410		
13	33885	34705	35505	36105	37605	38205		
14	34635	35475	36305	36905	38405	39005		
15	35877.5	36742.5	37110	37710	39210	39810		
16	36871.5	37756.5	37920	38520	40020	40620		
17	37865.5	38770.5	38735	39335	40835	41435		
18			40027.5	40652.5	42227.5	42852.5		
19			41061.5	41706.5	43341.5	43986.5		
20			42095.5	42760.5	44455.5	45120.5		

FY07 Stipend >17Steps-	FY07 Stipend > 20 Steps-----
1107 1107	1107 1107 1107 1107

Contingency Statement for Phase I and Phase II Funds

In the event Phase I and Phase II are no longer funded in their present amount or in an equivalent amount those reduced dollar amounts will be subtracted from the current, for that year, salary schedule and employee salaries will be adjusted accordingly.

[illegible]